



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: James C. Chen, Darrin Huston, Attorney Docket No. CHEN0145
and Brian D. Wilkerson

Serial No.: 10/021,891 Group Art Unit: 2834

Filed: December 12, 2001 Examiner: (Unknown)

Title: CONTACTLESS ENERGY TRANSFER APPARATUS

RECEIVED

JUL 22 2002

DECLARATION OF DAVINA L. CHILDS
IN SUPPORT OF PETITION UNDER 37 CFR § 47(A)

OFFICE OF PETITIONS

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

I, Davina L. Childs, to the best of my knowledge and belief, hereby declare:

I am a patent attorney, Reg. No. 47,485, and an employee of Light Sciences Corporation.

Effective June 3, 1996, Light Sciences Limited Partnership, a predecessor in interest of Light Science Corporation, entered into a Consulting Agreement with Brian D. Wilkerson, Dan Wilkerson, David Brown, and Darrin Huston. In Section 5 of this Consulting Agreement, each of the aforementioned individuals agreed to assign all rights, title and interest in and to inventions and in patents arising from the work performed by the individual as a consultant under the Agreement to Light Sciences Limited Partnership and its successors in interest, and further agreed to cooperate in the filing and prosecution of patent applications and to execute and deliver such instruments provided to perfect or protect Light Sciences Limited Partnership's rights in such work.

Statements made in this paragraph do not relate to facts personally observed by me, but are based upon the content of personnel files of Light Sciences Corporation that I have reviewed and believe to be true. In November of 1996, which was during the term of the Consulting Agreement, there was a discussion with Brian D. Wilkerson regarding the possibility that Light Sciences Limited Partnership might hire him as a full-time employee. Subsequently in February of 1997, Light Sciences hired Brian D. Wilkerson as a full-time employee. Although working as a full-time employee of Light Sciences, Brian D. Wilkerson was still obligated to fulfill the terms of the

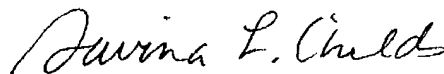
1 Consulting Agreement. However, in July of 2000, when requested to sign an Employee Agreement,
2 Brian Wilkerson refused to sign the Employee Agreement, because he claimed that it did not include
3 terms that were earlier discussed with him. In October 2000, Light Science Corporation terminated
4 Brian Wilkerson's employment due to a decision to eliminate the position that he filled and requested
5 that he sign a Settlement Agreement and Release of Claims, but he refused to do so.

6 On June 12, 2002, I sent Brian D. Wilkerson a certified letter enclosing a copy of the above-
7 identified patent application, a Combined Declaration and Power of Attorney, and an assignment of
8 his rights in the patent application to Light Sciences Corporation. On June 18, 2002, I received a
9 return receipt for this letter and its contents signed by Brian D. Wilkerson, and also on that date,
10 Brian D. Wilkerson telephoned me and told me that he was "not inclined to sign the documents
11 because Light Sciences has not fulfilled its financial obligations to him." To this date,
12 Brian D. Wilkerson has not returned the signed documents required for filing the above-identified
13 patent application to Light Sciences Corporation.

14 I do hereby further declare that all statements made herein of my own knowledge are true and
15 that all statements made on information and belief are believed to be true; and further that these
16 statements were made with the knowledge that willful false statements and the like so made are
17 punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States
18 Code, and that such willful false statements may jeopardize the validity of the application or any
19 patent issued thereon.

20 Dated this 12th day of July, 2002 at Issaquah, Washington.

21 Respectfully submitted,

22
23 

24 Davina L. Childs
25 Registration No. 47,485
26

Writer's direct dial: (425) 369-2857
Fax: (425) 369-2845
Email: davinac@lightsci.com

VIA CERTIFIED MAIL – 7001 1940 0002 4458 7576
RETURN RECEIPT REQUESTED

June 12, 2002

Brian Wilkerson
18223 SE 42nd Place
Issaquah, WA 98027

RE: U.S. Patent Application Serial No. 10/021,891
"Contactless Energy Transfer Apparatus"
Our Ref.: 18-2001-CIP(DIV2)

Dear Brian:

Enclosed please find a copy of the above-identified patent application as filed with the United States Patent and Trademark Office for your records. As a co-inventor, also enclosed are an *Assignment* and a *Combined Declaration And Power Of Attorney In Patent Application* for your signature. Please note that the *Assignment* must be executed in the presence of a Notary Public. Upon execution, please forward them to us in the enclosed, self-addressed, stamped envelope for filing with the USPTO.

Your cooperation in this matter is greatly appreciated. If you have any questions, please do not hesitate to contact me.

Sincerely,



Davina L. Childs
Patent Attorney

Encls.: As Noted

Confidential Proprietary Information of Light Sciences Corporation

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brian D. Wilkerson
18223 SE 42nd Place
Issaquah, WA 98027

2. Article Number

(Transfer from service label)

7001 1940 0002 4458 7576

7001 1940 0002 4458 7576

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

X

BRIAN WILKERSON

C. Date of Delivery

6/17/02

D. Is delivery address different from item 1? ☒ YesIf YES, enter delivery address below: ☐ No

601-12 Ave N.W. #123
Issaquah, WA 98027

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes